

Hon. Wayne D. Brazil (Ret.)
JAMS
Two Embarcadero Center, Suite 1500
San Francisco, CA 94111
213-253-9780
Special Master

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

EPIC GAMES, INC,

Plaintiff,

vs.

APPLE, INC.,

Defendants.

Case No. 4:20-CV-05640-YGR-TSH

JAMS Reference No. 7220000268

**CONSENT OF COURT-APPOINTED
SPECIAL MASTER AND AFFIDAVIT OF
WAYNE D. BRAZIL**

Judge: Hon. Yvonne Gonzalez Rogers

1. I, WAYNE D. BRAZIL, hereby affirm under penalty of perjury, that I am retired from the United States District Court, Northern District of California, and am currently serving as a neutral at JAMS, in the office Two Embarcadero Center, Suite 1500, San Francisco, CA 94111.

2. I have received the JOINT STIPULATION AND ORDER APPOINTING SPECIAL MASTERS [Dkt. No. 1074], signed by Hon. Yvonne Gonzalez Rogers and I hereby consent to appointment as Special Master in the above-entitled case. The normal rate of compensation as a Special Master is \$1,300 per hour plus administrative fees as outlined in the attached Fee Schedule.

3. I have read and reviewed the grounds for disqualification under 28 U.S.C. § 455 and declare as follows:

a. I have no personal bias or prejudice concerning a party or personal knowledge of disputed evidentiary facts concerning the proceeding.

1 b. I have not served in private practice since 1978 and have not served as a lawyer
2 in the matter in controversy, nor has any lawyer with whom I previously practiced law served
3 during such association as a lawyer concerning the matter, nor as a judge or lawyer have I been
4 a material witness concerning it.

5 c. I have not served in government employment wherein I would have
6 participated as counsel, adviser or material witness concerning the proceeding, nor have I
7 expressed an opinion concerning the merits of the case herein.

8 d. I know that neither I, individually or as a fiduciary, has a financial interest in
9 the subject matter in controversy, nor in a party to the proceeding, nor any other interest that
10 could be substantially affected by the outcome of the proceeding.

11 e. I state that neither I nor any person within the third degree of relationship to
12 nor the spouse of such person:

13 (i) is a party to the proceeding, nor an officer, director, nor trustee of a
14 party


15 (ii) is acting as a lawyer in the proceeding;

16 (iii) is known by this Court-Appointed Neutral (Referee/Special Master)
17 to have an interest that could be substantially affected by the outcome of
18 the proceeding;

19 (iv) is to the Court-Appointed Special Master's knowledge, likely to be a
20 material witness in the proceeding.
21

22 I declare under penalty of perjury that the preceding facts are true as known to me or
23 those matters not directly known to me are true on information and belief.

24 Dated: 12/17/2024 | 4:53 PM PST
25

DocuSigned by:
26 
27 Hon. Wayne D. Brazil (Ret.)
28 Special Master

California General Disclosures & Mediation Disclosures ☐ Report A (MKT016A)

Epic Games, Inc. vs. Apple, Inc.

This report includes General Disclosure of Client Activity. Case counts are provided for Arbitrations, Court Reference Matters, Mediations and other ADR. As required by the California Ethics Standards, Arbitration, Med-Arb, and Court Reference numbers are provided for the last 5 years; Mediation numbers are provided for the past 2 years. This Report also includes the detail required for Mediations per Standard 7. (Required additional case detail for Arbitrations, Med-Arbs and Court Reference cases are included in a separate report, JAMS Case Disclosure Report B (MKT016C).)

Panelist: Wayne D. Brazil

Reference #: 7220000268

12/17/2024

Defendant(s)

Apple Inc.
No Address Listed

Relevant Cases heard with Apple Inc.

Arbitration	
• Arbitration(s) - Closed cases	1

Counsel for Defendant

Cynthia Richman
Gibson Dunn & Crutcher
1050 Connecticut Ave. NW
Washington, DC 20036

Relevant Cases heard with Cynthia Richman

No Cases to Report

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Gibson Dunn & Crutcher
333 S. Grand Ave.
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Relevant Cases heard with Daniel G. Swanson

No Cases to Report

Jason C. Lo
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Relevant Cases heard with Jason C. Lo

No Cases to Report

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Panelist: Wayne D. Brazil

Reference #: 7220000268

12/17/2024

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One Embarcadero Center
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Relevant Cases heard with Julian W Kleinbrodt

No Cases to Report

Richard J. Doren
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333 S. Grand Ave.
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Los Angeles, CA 90071-3197

Relevant Cases heard with Richard J. Doren

No Cases to Report

Relevant Cases heard with Gibson Dunn & Crutcher

<u>Arbitration</u>	
• Arbitration(s) - Closed cases	2
<u>Mediations\Neutral Analysis\Other</u>	
• Matter(s) Assigned to another neutral*	1
• Neutral Analysis(s) - Closed cases	1

Joshua Wesneski
Weil Gotshal & Manges LLP
2001 M St NW
Suite 600
Washington, DC 20036

Relevant Cases heard with Joshua Wesneski

No Cases to Report

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Panelist: Wayne D. Brazil

Reference #: 7220000268

12/17/2024

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Relevant Cases heard with Mark A. Perry

No Cases to Report

Relevant Cases heard with Weil Gotshal & Manges LLP

No Cases to Report

Nicole J. Comparato
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Suite 1200
Miami, FL 33131

Relevant Cases heard with Nicole J. Comparato

No Cases to Report

Plaintiff(s)

Epic Games, Inc.
No Address Listed

Relevant Cases heard with Epic Games, Inc.

No Cases to Report

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Panelist: Wayne D. Brazil

Reference #: 7220000268

12/17/2024

Counsel for Plaintiff

Gary A. Bornstein
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Relevant Cases heard with Gary A. Bornstein

No Cases to Report

Justin C. Clarke
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Relevant Cases heard with Justin C. Clarke

No Cases to Report

Lauren A. Moskowitz
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Relevant Cases heard with Lauren A. Moskowitz

No Cases to Report

M. Brent Byars
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Relevant Cases heard with M. Brent Byars

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Panelist: Wayne D. Brazil

Reference #: 7220000268

12/17/2024

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Worldwide Plaza
825 Eighth Ave
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Relevant Cases heard with Michael J. Zaken

No Cases to Report

Tina Seideman
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375 9th Ave
New York, NY 10001

Relevant Cases heard with Tina Seideman

No Cases to Report

Yonatan Even
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New York, NY 10019-7475

Relevant Cases heard with Yonatan Even

No Cases to Report

Relevant Cases heard with Cravath, Swaine & Moore LLP

No Cases to Report

Paul J. Riehle
Faegre Drinker Biddle & Reath LLP
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San Francisco, CA 94111

Relevant Cases heard with Paul J. Riehle

No Cases to Report

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Panelist: Wayne D. BrazilReference #: 722000026812/17/2024

Relevant Cases heard with Faegre Drinker Biddle & Reath LLP

Arbitration

• Arbitration(s) - Closed cases1

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Panelist: Wayne D. BrazilReference #: 722000026812/17/2024

Other Disclosures

N/A

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JAMS Relevant Case Disclosure, Report B (MKT016C)

Epic Games, Inc. vs. Apple, Inc.

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Panelist: Wayne D. Brazil

Reference #: 7220000268

12/17/2024

Defendant(s)

Apple Inc.
No Address Listed

Relevant Cases heard with Apple Inc.

Private Party vs. Apple, Inc. (JAMS Reference No. 1100106401) - Arbitration
Panelist Role:Neutral Arbitrator - Sole Arbitrator
Case Result(s): Settled prior to hearing: Monetary - - 04/02/2021

Representative Name	Representative Firm	P/D	Party/Parties Represented
Menaka N. Fernando, Esq.	Outten & Golden LLP	CLAI	Private Party
Julia C. Stephanides, Esq.	Outten & Golden LLP	CLAI	Private Party
Todd K. Boyer, Esq.	Baker & McKenzie LLP	RESP	Apple Inc.
Zoe R. DeGeer, Esq.	Outten & Golden LLP	CLAI	Private Party
Jude Nwaokobia, Esq.	Outten & Golden LLP	CLAI	Private Party
Caroline A. Pham, Esq.	Baker & McKenzie LLP	RESP	Apple Inc.
Iris Mattes	Outten & Golden LLP	CLAI	Private Party

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Epic Games, Inc. vs. Apple, Inc.

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Panelist: Wayne D. Brazil

Reference #: 7220000268

12/17/2024

Counsel for Defendant**Cynthia Richman**
Gibson Dunn & Crutcher1050 Connecticut Ave. NW
Washington, DC 20036**Relevant Cases heard with Cynthia Richman**

No Cases to Report

Daniel G. Swanson
Gibson Dunn & Crutcher333 S. Grand Ave.
52nd Floor
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No Cases to Report

Jason C. Lo
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52nd Floor
Los Angeles, CA 90071-3197**Relevant Cases heard with Jason C. Lo**

No Cases to Report

Julian W Kleinbrodt
Gibson Dunn & CrutcherOne Embarcadero Center
Suite 2600
San Francisco, CA 94111**Relevant Cases heard with Julian W Kleinbrodt**

No Cases to Report

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JAMS Relevant Case Disclosure, Report B (MKT016C)

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Panelist: Wayne D. Brazil

Reference #: 7220000268

12/17/2024

Richard J. Doren
Gibson Dunn & Crutcher
 333 S. Grand Ave.
 52nd Floor
 Los Angeles, CA 90071-3197

Relevant Cases heard with Richard J. Doren

No Cases to Report

Relevant Cases heard with Gibson Dunn & Crutcher

Lai, Canfeng (APPEAL) vs. Applied Materials, Inc. (JAMS Reference No. 1110029835) - Arbitration

Panelist Role:Neutral Arbitrator - Panel Member

Case Result(s): Partial Award for Claimant(s) - 06/05/2024

Award Date:5/17/2024

Representative Name	Representative Firm	P/D	Party/Parties Represented
James H. Pooley, Esq.	James Pooley PLC	AE	Applied Materials, Inc.
Adam Seth Cashman, Esq.	Singer Cashman LLP	AT	Private Party
Benjamin L. Singer, Esq.	Singer Cashman LLP	AT	Private Party
Douglas S. Tilley, Esq.	Singer Cashman LLP	AT	Private Party
Evan N. Budaj, Esq.	Singer Cashman LLP	AT	Private Party
L. Kieran Kieckhefer, Esq.	Gibson Dunn & Crutcher LLP	AE	Applied Materials, Inc.
Lillian Mao, Esq.	Gibson Dunn & Crutcher	AE	Applied Materials, Inc.
Christina E. Myrold	Gibson Dunn & Crutcher	AE	Applied Materials, Inc.
Stuart Rosenberg, Esq.	Gibson Dunn & Crutcher	AE	Applied Materials, Inc.
Joseph A. Gorman, Esq.	Gibson Dunn & Crutcher	AE	Applied Materials, Inc.

Private Party vs. Shipt, Inc (JAMS Reference No. 1130009059) - Arbitration

Panelist Role:Neutral Arbitrator - Sole Arbitrator

Case Result(s): Settled prior to hearing: Monetary - - 04/26/2021

Representative Name	Representative Firm	P/D	Party/Parties Represented
Emma Knowles, Esq.	Keller Lenkner LLC	CLAI	Private Party
Legal Department	Shipt, Inc.	RESP	Shipt, Inc.
Jordan E. Johnson, Esq.	Gibson Dunn & Crutcher	RESP	Shipt, Inc.
Dhananjay S. Manthripragada, Esq.	Gibson Dunn & Crutcher	RESP	Shipt, Inc.
Michele L. Maryott, Esq.	Gibson Dunn & Crutcher	RESP	Shipt, Inc.
Theane Evangelis, Esq.	Gibson Dunn & Crutcher	RESP	Shipt, Inc.

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Epic Games, Inc. vs. Apple, Inc.

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Panelist: Wayne D. Brazil

Reference #: 7220000268

12/17/2024

Joshua Wesneski
Weil Gotshal & Manges LLP
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Relevant Cases heard with Joshua Wesneski

No Cases to Report

Mark A. Perry
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Suite 600
Washington, DC 20036

Relevant Cases heard with Mark A. Perry

No Cases to Report

Relevant Cases heard with Weil Gotshal & Manges LLP

No Cases to Report

Nicole J. Comparato
Weil Gotshal & Manges LLP
1395 Brickell Ave.
Suite 1200
Miami, FL 33131

Relevant Cases heard with Nicole J. Comparato

No Cases to Report

Plaintiff(s)

Epic Games, Inc.
No Address Listed

Relevant Cases heard with Epic Games, Inc.

No Cases to Report

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Panelist: Wayne D. Brazil

Reference #: 7220000268

12/17/2024

Counsel for Plaintiff

Gary A. Bornstein
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Relevant Cases heard with Gary A. Bornstein

No Cases to Report

Justin C. Clarke
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Relevant Cases heard with Justin C. Clarke

No Cases to Report

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Relevant Cases heard with Lauren A. Moskowitz

No Cases to Report

M. Brent Byars
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Relevant Cases heard with M. Brent Byars

No Cases to Report

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12/17/2024

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Relevant Cases heard with Michael J. Zaken

No Cases to Report

Tina Seideman**Cravath, Swaine & Moore LLP**

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Relevant Cases heard with Tina Seideman

No Cases to Report

Yonatan Even**Cravath, Swaine & Moore LLP**

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Relevant Cases heard with Yonatan Even

No Cases to Report

Relevant Cases heard with Cravath, Swaine & Moore LLP

No Cases to Report

Paul J. Riehle**Faegre Drinker Biddle & Reath LLP**

4 Embarcadero Center
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San Francisco, CA 94111

Relevant Cases heard with Paul J. Riehle

No Cases to Report

Relevant Cases heard with Faegre Drinker Biddle & Reath LLP

Prime Healthcare Services - Reno LLC dba Saint Mary's Medical Group LLC, et al. vs. Prominence HealthFirst (JAMS Reference No. 5260000112) - Arbitration
Panelist Role:Emergency Arbitrator

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JAMS Relevant Case Disclosure, Report B (MKT016C)**Epic Games, Inc. vs. Apple, Inc.**

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Panelist: Wayne D. Brazil

Reference #: 7220000268

12/17/2024

Case Result(s): No prevailing party - 06/15/2023

Representative Name	Representative Firm	P/D	Party/Parties Represented
Andrew C. Cookingham, Esq.	Bracewell LLP	CLAI	Prime Healthcare Services - Reno, LLC dba Saint Mary's & Saint Mary's Urgent Care, LLC
Nancy Mcevily Davis, Esq.	Bracewell LLP	CLAI	Prime Healthcare Services - Reno, LLC dba Saint Mary's & Saint Mary's Urgent Care, LLC
Jason P Gosselin	Faegre Drinker Biddle & Reath LLP	RESP	Prominence HealthFirst
Christopher F. Petillo	Faegre Drinker Biddle & Reath LLP	RESP	Prominence HealthFirst
Dona Trnovska, Esq.	Faegre Drinker Biddle & Reath LLP	RESP	Prominence HealthFirst
Anna L. Wortham, Esq.	Bracewell LLP	CLAI	Prime Healthcare Services - Reno, LLC dba Saint Mary's & Saint Mary's Urgent Care, LLC

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General Fee Schedule

Hon. Wayne D. Brazil (Ret.)
National

PROFESSIONAL FEES

Daily Rate\$13,000

Includes up to 8 hours of session time on the scheduled day and up to 2 hours of reading and research time.

- Other professional time (including additional hearing time, pre- and post-hearing reading and research, conference calls, and drafting orders and awards) will be billed at \$1,300 per hour. This may include travel time.

Half Day Rate.....\$7,500

Includes up to 4 hours of session time on the scheduled day and up to 1 hours of reading and research time.

ARBITRATION FEES

Filing Fee

\$2,000 – Two Party Matter

\$3,500 – Matters involving three or more parties

\$2,000 – Counterclaims

- Entire Filing Fee must be paid in full to commence the proceedings.
- A refund of \$1,000 will be issued if the matter is withdrawn within five days of filing. After five days, the Filing Fee is non-refundable.

Case Management Fee

- 13% of Professional Fees
- The Case Management Fee includes access to an exclusive nationwide panel of judges, attorneys, and other ADR experts, dedicated services including all administration through the duration of the case, document handling, and use of JAMS conference facilities including after hours and on-site business support. Weekends and holidays are subject to additional charges.

CASE MANAGEMENT FEES FOR OTHER MATTERS

Discovery, Court Appointed Neutral (Reference/Special Master), Appraisal, and Binding Mediation

Initial Non-Refundable Case Management Fee of \$1000 per party

Plus 13% of Professional Fees

Neutral Analysis Matters

Contact JAMS for administrative and pricing details.

CANCELLATION/CONTINUANCE POLICY

Number of Days	Cancellation/Continuance Period	Fee
1 day or less	14 days or more prior to session	100% REFUNDABLE, except for time incurred
2 days or more	30 days or more prior to session	100% REFUNDABLE, except for time incurred
3 days or more	45 days or more prior to session	100% REFUNDABLE, except for time incurred
6 days or more	60 days or more prior to session	100% REFUNDABLE, except for time incurred
Sessions of any length	Inside the cancellation/continuance period	NON-REFUNDABLE

- Unused hearing time is non-refundable.
- Hearing fees, including all applicable Case Management Fees, are non-refundable if time scheduled (or a portion thereof) is cancelled or continued after the cancellation date unless the Arbitrator's time can be rescheduled with a hearing in another matter. The cancellation policy exists because time reserved and later cancelled generally cannot be replaced. In all cases involving non-refundable time, the cancelling or continuing party is responsible for the fees of all parties.
- A retainer for anticipated preparation and follow-up time will be billed to the parties. Any unused portion will be refunded.
- Refund Policy: Payments received from a single source will be issued back to that payer but mailed to the JAMS billing contact. Payments received from multiple sources will be issued and mailed to the JAMS billing contact only. Returned refunds will incur a \$100 reprocessing fee.
- All fees are due and payable in advance of services rendered and by any applicable due date as stated in a hearing confirmation letter. JAMS reserves the right to cancel your hearing if fees are not paid by all parties by the applicable cancellation date and JAMS confirms the cancellation in writing.
- Receipt of payment for all fees is required prior to service of an arbitration order or award.
- For arbitrations arising out of employer-promulgated plans, the only fee that an employee may be required to pay is \$400. The employer must bear the remainder of the employee's share of the Filing Fee and all Case Management Fees. Any questions or disagreements about whether a matter arises out of an employer-promulgated plan or an individually negotiated agreement or contract will be determined by JAMS, whose determination shall be final.
- For arbitrations arising out of pre-dispute arbitration clauses between companies and individual consumers, JAMS Policy on Consumer Arbitrations Pursuant to Pre-Dispute Clauses, Minimum Standards of Procedural Fairness applies. In those cases, when a consumer (as defined by those Minimum Standards) initiates arbitration against the company, the only fee required to be paid by the consumer is \$250. The company must bear the remainder of the consumer's share of the Filing Fee and all Case Management Fees.
- Parties that, through mutual agreement, have held their case in abeyance for one year will be assessed an initial abeyance fee of \$500, and \$500 every six months thereafter. If a party refuses to pay the assessed fee, the other party or parties may opt to pay the entire fee on behalf of all parties, otherwise the matter will be closed.
- JAMS panelists may use a law clerk depending on the complexity of the case. The parties will be informed of the engagement if the neutral plans to employ a clerk. The clerk's hourly rate will be billed to the parties subject to the agreed fee split and in accordance with JAMS' policies.

JAMS agreement to render services is with the attorney, the party, and/or other representatives of the party.